Name: Spice Entertainment Companies, Inc. Individual(s)	œ
ched original documents or copy thereof. In Name of conveying party(ies): Darla L.L.C. Individual(s) General Partnership Corporation-State Other Limited Liability Company Additional name(s) of conveying party(ies) attached? I yes No Assignment General Partnership Chicago State: IL ZIP: 60611 Chicago State: IL ZIP: 60611 Chy. Chicago State: IL ZIP: 6061	
Name of conveying party(ies): 101014729 ddress of receiving party(ies)	_
Name: Spice Entertainment Companies, Inc. Internal Address: Internal Address internal A	_
Individual(s)	
Individual(s)	
Corporation-State Other Limited Liability Company Additional name(s) of conveying party(ies) attached? □ Yes No 3. Nature of conveyance: □ Assignment □ Merger □ Security Agreement □ Change of Name ○ Other Release of Security Interest □ Other Release of Security Interest □ Other Name ○ Ot	
Additional name(s) of conveying party(ies) attached? □ Yes No 3. Nature of conveyance: □ Assignment □ Security Agreement □ Change of Name □ Other Release of Security Interest □ Other March 15, 1999 □ Additional number(s) or patent number(s): □ Application number(s) or patent number(s): □ Additional numbers attached? □ Yes □ No See attached schedule □ Additional number of applications and □ Name and address of party to whom correspondence □ Other Individual(s) citizenship □ Association □ Association □ General Partnership □ Limited Partnership □ Limited Partnership □ Umited Partnership □ Um	-
Assignment	
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Security Agreement Other Release of Security Interest March 15, 1999 March 15, 1999 Application number(s) or patent number(s): A. Trademark Application No.(s) See attached schedule Additional numbers attached? Additional number of applications and Dither Release of Security Interest If assignee is not domicited in the United States, a domestic representative designant is attached: Division Presentative designant is attached: Division No. (s) See attached Schedule Additional numbers attached? Yes Division No.(s) See attached schedule Additional numbers attached? Yes Division No.(s) See attached schedule Additional numbers attached? Total number of applications and	
Additional numbers attached? Yes D No March 15, 1999 (Designations must be a separate document from assignment) Additional name(s) & address(ss) stached? D Yes No Additional number (s) B. Trademark Registration No.(s) See attached schedule Additional numbers attached? Yes D No 5. Name and address of party to whom correspondence 6. Total number of applications and	
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Name: David S. Berlin	
Internal Address: Paul, Weiss, Rifkind, 7. Total fee (37 CFR 3.41)\$ 240	
Wharton & Garrison	
04/21/1999 JSNABAZZ 00000040 1530177 D Authorized to be charged to deposit account	
01 FC:401 02 FC:482 Street Address: 1285 Avenue of the Americas	
8. Deposit account number:	
City: New York State: NY: ZIP: 10019 (Attach duplicate copy of this page if paying by deposit account)	
DO NOT USE THIS SPACE	
3. Statement and elegation	
 Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy (of
the original document.	3
Name of Person Signing Signature Date	+
Total number of pages Including cover sheet, attachments, and document:	

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

SCHEDULE

Mark	App./Registration No.	Date of App./Reg.
Guest Media	1,530,197	3/14/89
Spice	1,690,906	6/2/92
Spice & Design	1,763,396	4/6/93
Spice & Rainbow Design	1,766,316	4/20/93
Erotic Shopping for Grownups at Play	75-025,582	11/30/95
Private Shopping for Private Moments	75-025,851	11/30/95
Spice & Design	75-167,196	9/17/96
Spice Networks & Design	75-167,197	9/17/96
CVS & Design	1,932,438	11/7/95

Doc#:DS5:272381.1

REEL: 1885 FRAME: 0438

TRADEMARK SECURITY AGREEMENT Schedule A

SPICE ENTERTAINMENT COMPANIES, INC. (f/k/a Graff Pay-Per View Inc.)

U.S. Trademark	App./Reg. No.	Date of Reg.	Int'l. Class
Guest Media	1,530,197	3/14/89	41
Spice	1,690,906	6/2/92	41
Spice & Design	1,763,396	4/6/93	41
Spice & Rainbow Design	1,766,316	4/20/93	41
Service Marks			42
Erotic Shopping for Grownups at Play	75-025,582	11/30/95	42
Private Shopping for Private Moments	75-025,851	11/30/95	42
Spice & Design	75-167 196	9/17/96	42
Spice Networks & Design	75-167-197	9/17/96	
U.K. Trademark			
Spice	1,583,103	PENDING	41

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REEL: 1885 FRAME: 0439

Amendment Number One to Trademark Security Agreement dated as of January 15, 1997, between Spice Entertainment Companies, Inc., a Delaware corporation and Darla L.L.C., a Delaware limited liability company

SCHEDULE A

U.S. TRADEMARK	APP./REG. NO.	DATE OF REG.	INT'L. CLASS
GUEST CINEMA	1,530,197	3/14/89	41
SPICE	1,690,906	6/2/92	41
, CVS AND DESIGN	1,932,438	11/7/95	41
U.K. TRADEMARK			
CVS	1,526,385	2/9/93	38
CABLE VIDEO STORE	1,526,386	2/9/96	38
SPICE	1,583,103	3/7/97	41

RELEASE AND REASSIGNMENT

THIS RELEASE AND REASSIGNMENT is executed as of March 15, 1999 by DARLA L.L.C., a Delaware limited liability company ("Darla").

WITNESSETH:

WHEREAS, Madeleine L.L.C., a New York limited liability company ("Madeleine") and Spice Entertainment Companies, Inc. (successor-in-interest to Graff Pay-Per View Inc. and Guest Cinema, Inc.), a Delaware corporation (the "Debtor"), are parties to a certain Trademark Security Agreement dated as of January 15, 1997 (the "Agreement") pursuant to which the Debtor incurred certain liabilities to and granted a security interest in and collateral assignment of the "Trademark Collateral" (as defined in the Agreement), including, without limitation, the registered trade marks, trademark applications, registered service marks and service mark applications (collectively, the "Trademarks") as described in Schedule A attached hereto, as security for the Debtor's obligations to Madeleine under the Agreement;

WHEREAS, the Agreement was recorded by the Trademark Office at Reel 1721, Frame 0499, therein on May 4, 1998; and

WHEREAS, Madeleine assigned all of its rights under the Agreement to Darla pursuant to that certain Assignment and Acceptance Agreement dated as of March 10, 1997, between Madeleine and Darla;

WHEREAS, the Agreement was amended pursuant to that Amendment Number One to Trademark Security Agreement, dated as of January 15, 1997, and executed by the Debtor and Darla (the "Amendment");

WHEREAS, the Amendment was recorded by the Trademark Office at Reel 1721, Frame 0414, therein on May 4, 1998;

WHEREAS, the Debtor has satisfied its obligations under the Agreement and the Amendment, and has requested that Madeleine release its security interest in the Trademark Collateral and reassign the same to the Debtor;

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Darla hereby releases its security interest in and collateral assignment of the Trademark Collateral.

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2. Darla hereby reassigns, grants and conveys to the Debtor, without any representation, recourse or undertaking by Darla, all of Darla's right, title and interest, if any, in and to the Trademark Collateral, including, without limitation, all of the Trademarks appearing in Schedule A and all the goodwill of said Debtor's business associated with and symbolized by the Trademarks appearing in Schedule A.

IN WITNESS WHEREOF, Darla has caused this Release and Reassignment to be duly executed by its duly authorized officer or representative as of the day and year first above written.

Darla L.L.C., a Delaware limited liability
company
Ву:
Kevin Genda
Attorney-in-fact

STATE OF NEW YORK)	
)	SS.
COUNTY OF NEW YORK)	

On this 12 day of March, 1999 before me personally appeared known to me to be the individual who executed the foregoing instrument and acknowledged to me that he/she executed the same as the duly authorized officer or representative above designated of Darla L.L.C.

Notary Public

New Yor County, Now York

My commission expires: $5 |3| \omega$

DANIEL J. BARSKY
Notary Public, State of New York
No. 4822206
Qualified in New York County
Commission Expires May 31, 199
2.00

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